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Susquehanna Valley Csd And
Susquehanna Valley Ed Support Staff

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AGREEMENT

by and between the

**SUSQUEHANNA VALLEY CENTRAL
SCHOOL DISTRICT**

and the

**SUSQUEHANNA VALLEY EDUCATION
SUPPORT STAFF ASSOCIATION**

*** * * SVESSA * * ***

July 1, 1996 through June 30, 1999

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CONCILIATION

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TABLE OF CONTENTS

Article		Page
1	PREAMBLE	1
2	RECOGNITION	1
3	COLLECTIVE BARGAINING UNIT	1
4	UNION SECURITY AND DUES CHECK-OFF	2
5	RIGHTS OF THE DISTRICT	3
6	RIGHTS OF THE EMPLOYEES	3-4
7	SAVING CLAUSE	4
8	LEGISLATIVE ACTION	4
9	ASSOCIATION BUSINESS	4
10	JOINT COMMITTEE	5
11	GENERAL PROVISIONS	5-6
12	DISCRIMINATION	6
13	BULLETIN BOARDS AND PERSONNEL FILES	6-7
14	PROVISIONS SPECIFIC TO TRANSPORTATION STAFF	7-10
15	PROVISIONS SPECIFIC TO BUILDINGS AND GROUNDS STAFF	10
15A	PROVISIONS SPECIFIC TO SCHOOL LUNCH STAFF	10-11
15B	PROVISIONS SPECIFIC TO SCHOOL NURSES	11
16	WAGES	12-13
17	LONGEVITY PAY	13
18	OVERTIME FORTY (40) HOUR WEEK	13-14
19	HOLIDAYS	14-15
20	VACATIONS	15
21	ABSENCES AND LEAVES	16-17
22	HEALTH INSURANCE	17-18
23	RETIREMENT PLAN / RETIREMENT INCENTIVE	18-19
24	JOB SECURITY AND TENURE	19
25	SENIORITY	19-21
26	VACANCIES AND NEW JOB OPENINGS	21-22
27	EVALUATIONS	22
28	GRIEVANCE PROCEDURE	22-23
29	DURATION	23

APPENDIX 1	GRIEVANCE PROCEDURE CHART	24
APPENDIX 2	STATEMENT OF INTENT	25
APPENDIX 3	MEMORANDUM OF UNDERSTANDING - WORK SCHEDULES	26
APPENDIX 4	MEMORANDUM OF UNDERSTANDING - PERSONAL INJURY BENEFITS	27
APPENDIX 5	MEMORANDUM OF UNDERSTANDING - CLERICAL SUBSTITUTES	28

ARTICLE 1 - PREAMBLE

Agreement between the Susquehanna Valley Central School District at Conklin (hereinafter referred to as the "District") as represented by its legislative body and the Susquehanna Valley Education Support Staff Association (hereinafter referred to as the "Association").

This Agreement is intended to meet all requirements of the Public Employees' Fair Employment Act, the New York State Civil Service Law, the New York State Education Law and such other Law as may apply.

ARTICLE 2 - RECOGNITION

Section I

The Susquehanna Valley Central School District hereby recognizes the Susquehanna Valley Education Support Staff Association as the sole and exclusive certified negotiating representative for all employees in the defined Bargaining Unit as described as classified employees for the purpose of negotiating collectively with the Susquehanna Valley Central School District in the determination of rates, wages, salaries, hours of work, fringe benefits and other terms and conditions of employment and for the administration of grievances and disputes arising thereunder for the period of July 1, 1996 to June 30, 1999.

Section II

In accordance with Section 208 of the Civil Service Law, the Susquehanna Valley Education Support Staff Association shall have unchallenged representation status for the period permitted by law on the date of execution of this Agreement.

Section III

The District will not negotiate or meet with any other employee organization with reference to terms and conditions of employment.

Section IV

The Association affirms that it does not assert the right to strike against the District, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE 3 - COLLECTIVE BARGAINING UNIT

It is mutually agreed that for the purposes of this Agreement, the term "employee" and "employees" shall mean all of the classified employees of the District who have been officially appointed by the Board of Education, except supervisory personnel who employ or dismiss employees or annual appointments which are required to be made by the Board of Education by Statute or Regulation. Any titles in the classified service which may be created in the future shall be in the Bargaining Unit following the creation of such a title, except those titles which are excluded by written, mutual agreement between the Susquehanna Valley Education Support Staff Association and the Susquehanna Valley Central School District, or those titles which are otherwise assigned to another Bargaining Unit as a result of a determination by the Public Employment Relations Board.

ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF

Section I

The Susquehanna Valley Central School District, through the Business Office of the School District, agrees to deduct from the salaries of each School District classified employee, dues for the Susquehanna Valley Education Support Staff Association and its affiliates, as said employees individually and voluntarily authorize the District to deduct and transmit the moneys monthly to the Susquehanna Valley Education Support Staff Association. Deductions and remittances shall also be made for duly authorized Susquehanna Valley Education Support Staff Association insurance premiums.

Section II

- A. The Association shall be provided on an annual basis with the names and addresses of all employees working or receiving benefits under the defined bargaining unit. Additions or deletions shall be reported quarterly.
- B. The Association shall be supplied with information concerning changes in payroll deductions each pay period. Initial employee authorization shall be in written form, as follows:

=====

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Social Security Number

Last Name First Name Middle Initial

District Name

Association Name

To the Board of Education:

I hereby authorize you according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature

Date

ARTICLE 5 - RIGHTS OF THE DISTRICT

Section I

The Association recognizes that, among other things, the following rights are vested in the District:

- A. The management of the District;
- B. The assignment and supervision of its employees;
- C. The determination of the number of employees it will employ;
- D. The right to hire, suspend, discharge, discipline, promote, demote, transfer and abolish positions. The impact of actions to abolish positions will be negotiated with the Association.

Section II

Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the District shall negotiate collectively and in good faith with the Association in the determination of salaries and the terms and conditions of employment and enter into a written Agreement with the Association.

Section III

The District may not, however, aid, finance, promote or become directly or indirectly involved with any other labor organization or similar entity which has as its purpose the representation of public employees in the unit heretofore defined in this Agreement, nor shall the District dominate or interfere with the activities of the Association.

ARTICLE 6 - RIGHTS OF THE EMPLOYEES

Section I

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Association without fear of coercion, reprisal or penalty from the Association or the District.

Section II

Employees may join and take an active role in the activities of the Association without fear of any kind of reprisals from the District or its agents.

Section III

Any employee may bring matters of personal concern to the attention of his/her immediate supervisor (Grievance Procedure Chart).

It is further understood and agreed, however, the Association may choose to file a grievance in an employee or employees' behalf without the consent of said employee where there is a violation of this Agreement.

It is further understood and agreed that no other employee organization may represent an employee in such situations.

Section IV

In accordance with the applicable laws and rules he/she may choose his/her own representative or appear alone in a grievance or appeal proceeding with the exception that the Association must be permitted entrance to all such proceedings and must be informed promptly of any decisions surrounding the case, in writing.

ARTICLE 7 - SAVING \CLAUSE

Section I

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, New York State Commissioner of Education Regulations or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

Section II

If a determination or decision is made as per Section I of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE 8 - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 9 - ASSOCIATION BUSINESS

Section I

The Susquehanna Valley Central School District shall grant, with pay, to the Susquehanna Valley Education Support Staff Association Officers, Representatives and/or Delegates a total of ten (10) days time off to attend conferences, Delegate meetings, educational workshops and other official functions of the Association's State or National affiliate in conjunction with the selected employees so designated.

Section II

If an employee elects to present his/her own grievance without the assistance of the Association, a Representative of the Association shall be granted time off per Section I of this Article to attend whatever meetings may be held to decide the issue and shall promptly thereafter be informed of any decision in writing.

ARTICLE 10 - JOINT COMMITTEE

Section I

Agreed that the Superintendent and the Association will each designate not more than three (3) representatives who shall confer at the request of either party at mutually convenient times during the term of this Agreement. These conferences shall be held to discuss the administration of this Agreement, to consider conditions which may be impairing the attainment of the common objective of the District and the Association. Such conferences shall not involve any collective bargaining negotiations, nor shall the representatives of the parties modify this Agreement or detract from any of its provisions.

Section II

Upon mutual consent of both parties, (the District and the Association) with the term of this Agreement, negotiations may be reopened.

ARTICLE 11 - GENERAL PROVISIONS

Section I

Any changes in the District's policy relevant to employees' working conditions must first be negotiated with the Association President or vice President and one (1) other Association representative and voted on by the Association Executive Committee and mutually agreed upon, in writing, prior to being implemented. This includes the working conditions for new positions and new classifications within the unit which may be created or placed during the term of this Agreement, as provided in Article 3 herein. It is understood that information and those items pertinent to collective bargaining and conducting business between the parties and representing employees of the Association shall be forthcoming promptly from the District on request by the Association President or delegated representative.

Section II

- A. The District shall make available, facilities in which the affairs and functions of the Association may be conducted under present District policy.

Section III

- A. The payday schedule shall be posted on the Association bulletin boards as provided in Article 13 of this Agreement and shall be given to each employee.
- B. The school year calendar shall be posted on the Association bulletin boards as provided in Article 13 of this Agreement and shall be given to each employee
- C. Twenty-five (25) copies of this Agreement shall be furnished each year to the Association by the District at no cost.
- D. Workweek: Monday 12:01 a.m. to Sunday 12:00 midnight.

Section IV

The District shall supply the following articles of clothing to the classified personnel listed below:

- | | | |
|----|----------------------|------------------|
| A. | Maintenance | Shirts and Pants |
| B. | Groundsperson | Shirts and Pants |
| C. | Bus Driver Mechanics | Shirts and Pants |

The above personnel shall be required to wear the supplied clothing during all working hours at the discretion of their supervisors. Clothing is provided for employment time only.

Section V

- A. The District will make provision for deduction of a constant amount from payroll and transmission of amount to the Broome County Teachers' Federal Credit Union for each employee who provides written authorization to the District for such deduction.
- B. The District will make provisions for salary deductions provided the District shall not be required to transmit payment for more than thirty-six (36) carriers, so that each employee, upon written authorization to the District, may participate in the Tax Sheltered Annuity Program.

ARTICLE 12 - DISCRIMINATION

The District and the Association realize they have a responsibility to promote and provide equal opportunities for employment and as such it shall be the positive and continuing policy of the Board of Education and the Association to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

The District shall so administer its obligations under this Agreement in a manner which will be fair and impartial to all employees of the Association.

ARTICLE 13 - BULLETIN BOARDS AND PERSONNEL FILES

Section I

The District shall make bulletin boards available at all appropriate work locations and/or places of assembly. Such bulletin boards shall be for the use of the Association for announcements of meetings, posting of Association bulletins, election notices and all other matters relevant to Association business.

No other competing employee organizations shall be afforded bulletin board space for the purpose of communicating with the employees of the Association bargaining unit.

Section II - Personnel Files

Each employee shall have one (1) official personnel file. The employee shall have the right, upon reasonable notice to the District, to review his/her file in the presence of an appropriate District official. In addition, the employee retains the right to answer, in written form, anything deemed to be adverse or inaccurate from the file. The personnel file shall be maintained as follows:

- A. Buildings and Grounds with Director of Buildings and Grounds.

- B. Transportation with Supervisor of Transportation.
- C. Cafeteria with School Wellness Coordinator.
- D. Nurses with School Wellness Director.
- E. Central Office Clerical with School Business Executive.
- F. Non-Central Office Clerical, Teacher Aides, Library Clerks and School Monitor with respective Building Principal.

It is agreed by the District that confidentiality will be maintained as it relates to the employees' personnel files, and that only those with official purpose shall have access to these files.

ARTICLE 14 - PROVISIONS SPECIFIC TO TRANSPORTATION STAFF

Section I

- A. For the school subsidized trips to school sponsored events, school buses will be used by the District drivers, as available.
- B. Assigned drivers are those drivers who have been given a set bus route to drive, either in the morning (a.m.) or afternoon (p.m.) or both. Unassigned drivers are those drivers who may drive a morning (a.m.) or an afternoon (p.m.) route or both but have not been given a set bus route to drive on a regular basis.

During the school year as runs become vacant or new routes need to be assigned, they will be posted according to time and route for five (5) working days. Drivers interested will fill out an available form with seniority prevailing. Drivers may request any number of additions but are limited to one (1) change during the driving year. The final criteria for granting assignment changes will be decided by the Transportation Supervisor based on the needs of the District. If questions arise over assignment, a Committee composed of one (1) Association representative, the Supervisor of Transportation and a member chosen by mutual agreement will meet to resolve the issue.

- C. Extra trips shall not be given to drivers during their probationary period (eight [8] weeks minimum).
- D. Seniority shall apply to all assigned drivers in rotation in regard to extra trips. The rotation list will be posted (showing the assignment of all extra trips) in the driver's normal posting area every thirty (30) days. After four (4) requests and refusals from assigned drivers, extra trips will be removed from the rotation list and may be offered to an unassigned driver.

If the trips that have been accepted are canceled by the District, the driver for the canceled trip will be asked for the next unassigned trip and the canceled trip will be rescheduled in the normal manner. If the driver accepts a trip and then cancels the trip, the trip will return to the list and the next driver in rotation will be asked.

Drivers who start and end their runs at Brookside School will take extra trips out of Brookside School if trips come up before 9:15 a.m. Drivers who start and end their runs at the High School will take trips from all other schools if trips come up before 9:15 a.m.

- E. Drivers shall be paid for extra trips at the regular rate of pay for driving time and at the rate of five dollars and fifty cents (\$5.50) per hour for layover time.

Section II

Drivers who during a school year are absent because of illness and return during the same school year shall receive the same route they had prior to their illness with mutual agreement between driver and the Transportation Supervisor.

Section III

- A. Bus drivers may wash a minimum of one (1) bus per week and shall be paid three dollars (\$3.00) per bus for any bus thirty (30) passenger or smaller and five dollars (\$5.00) per bus for any bus larger than thirty (30) passenger not to exceed thirty (30) minutes per wash.
- B. Bus drivers may wash station wagons, cars, small vans (eight [8] passengers) and shall be paid two dollars (\$2.00) not to exceed thirty (30) minutes per wash.

Section IV

- A. All transportation employees shall ring their own timecards and each employee's supervisor may note time on an employee's card. Any notation made will be followed by the supervisor's initials.
- B. There is guaranteed a minimum of one and one-half (1.5) hours for each run.

Section V

- A. A Driver Recognition bonus equal to five percent (5%) of base pay (pay for all regularly assigned routes) for the appropriate time period will be paid to assigned drivers subject to the following conditions:
1. The bonus will be based on two (2) time periods within each school year. The first time period will be from July 1 through December 31. Drivers will receive their bonus for this period in January of the same fiscal year.
 2. The second time period will be from January 1 to June 30. The drivers will receive their bonus for this period in July of the next fiscal year.
 3. To qualify for the bonus an employee must have driven at least ten (10) weeks in the time period and still be employed by the District at the end of the time period.
 4. Whenever a driver has a chargeable accident which has a total cost to the District of one-third ($1/3$) of that driver's bonus or less, the District will deduct one-third ($1/3$) of the bonus pay for that time period.

Whenever a driver has a chargeable accident which has a total cost to the District of more than one-third ($1/3$) and up to two-thirds ($2/3$) of that driver's bonus, the District will deduct two-thirds ($2/3$) of the bonus for that time period.

Whenever a driver has a chargeable accident which has a total cost to the District greater than two-thirds (2/3) of the bonus, that driver receives no bonus for that time period.

- B. When a driver has two (2) chargeable accidents within a school year, the driver will remain on the same hourly rate for the ensuing year. In the event a driver has three (3) chargeable accidents within a school year, the driver will either revert to the previous year's hourly rate or be discharged.
- C. A Committee composed of one (1) Association representative, the Supervisor of Transportation, and a member chosen by mutual agreement shall review all accidents.
- D. A chargeable accident is defined as one in which the driver is at least partially negligent, causing property damage and/or liability costs to the District.

Evidence of negligence includes but is not limited to:

- 1. Statements by the driver, Supervisor of Transportation and witnesses.
- 2. Police investigation reports.
- 3. Insurance claims pending or paid.
- 4. Judicial or Court decisions.

Section VI

- A. The District will reimburse all drivers on a one (1) time basis for passing or renewing New York State mandated tests and licenses. All drivers must be employed as a driver for the District one (1) calendar year before being eligible for reimbursement. Any driver who has been previously reimbursed by the District is not eligible for the reimbursement provisions of Section VI.B.
- B. Drivers will be reimbursed according to the following schedule:
 - 1. The oral tests - actual cost up to fifteen dollars (\$15.00).
 - 2. The general knowledge test including the passenger and air brake endorsements - actual cost up to twenty dollars (\$20.00).
 - 3. The road test - actual cost up to forty dollars (\$40.00).
 - 4. The Commercial Drivers' License - up to forty-nine dollars and fifty cents (\$49.50).
- C. All returning drivers must have obtained their Commercial Driver's License by the date specified by New York State Law. Employees who fail to pass required tests by this date will not be considered for further employment under the terms of Article 25, Section V.

Section VII

- A. All bus drivers are required to attend a two (2) hour safety meeting prior to the first day of school in every fiscal year and all other New York State mandatory meetings.

Section VIII

- A. Assigned bus drivers who have both regular morning (a.m.) and afternoon (p.m.) routes are subject to all the provisions of Article 14 and they are also entitled to holidays (Article 19) and health insurance (Article 22).

Assigned bus drivers who have either regular morning (a.m.) or afternoon (p.m.) routes (but not both) are subject to all of the provisions of Article 14 and they are also entitled to holidays (Article 19), but they are not entitled to health insurance under Article 22.

- B. Unassigned bus drivers who are available to work on both morning (a.m.) and afternoon (p.m.) routes on a daily basis are subject to the provisions of Article 14, Sections III, IV, VI and VIII. They are also entitled to holidays (Article 19) and health insurance (Article 22) and bereavement (Article 21).

ARTICLE 15 - PROVISIONS SPECIFIC TO BUILDINGS AND GROUNDS STAFF

Section I

- A. All Buildings and Grounds staff shall normally work an eight (8) hour day, forty (40) hour week. Buildings and Grounds staff comprise:

Custodian
Head Custodian
Groundsperson
Head Groundsperson
Laborer (part-time/seasonal employee)
Maintenance
Matron (one [1] matron works a six [6] hour day, thirty [30] hour week)
Night Shift Foreperson
Clerical person

- B. The Head Custodians or their designees shall be required to perform weekend and holiday building checks and shall receive a minimum of one (1) hour pay at Contract rate (overtime rate).
- C. All Buildings and Grounds staff shall ring their own timecards and each employee's supervisor may note time on an employee's card. Any notation made will be followed by the supervisor's initials.

ARTICLE 15A - PROVISIONS SPECIFIC TO SCHOOL LUNCH STAFF

Section I

- A. The School Lunch Staff comprises:

Cook
Cook Manager
Food Service Helper

- B. The School Lunch Staff shall ring their own timecards and each employee's supervisor may note time on an employee's card. Any notation made will be followed by the supervisor's initials.

ARTICLE 15B - PROVISIONS SPECIFIC TO SCHOOL NURSES

Section I

- A. The School Board of Education will appoint a Registered Professional Nurse for each school building.
- B. In the event a substitute is necessary for a school nurse, the substitute shall also be a Registered Professional Nurse, unless the District is unable to locate a qualified individual and local health care agencies are unable to provide one.
- C. Superintendent Conference Days are considered work days for school nurses. School nurses shall either work in their offices on those days or attend relevant conferences, as directed by the building principal.
- D. The length of the paid workday for school nurses is seven and one-half (7.5) hours, with the work schedule to be determined by the building principal. The intent of this provision is that school nurses are to be paid to work thirty-seven and one-half (37.5) hours each week. If it is anticipated that school nurses are to work outside of a typical workday, for example, special programs such as kindergarten registration, the school nurse, with the consent of the building principal will adjust the work schedule accordingly for that week so as to avoid accruing overtime hours wherever possible.

ARTICLE 16 - WAGES

Section I

The following minimum contractual probationary rates will apply effective July 1, 1996:

	<u>1996-1999</u>
Accountant	\$8.50
Account Clerk Typist	\$6.60
Bus Attendant	\$5.40
Bus Driver	\$6.00
Bus Driver Mechanic	\$6.85
Bus Driver Mechanic Helper	\$6.00
Cleaner	\$5.40
Computer Lab Assistant	\$6.25
Cook	\$5.70
Cook Manager	\$6.00
Courier	\$5.25
Custodian	\$5.70
Food Service Helper	\$5.40
Groundsperson	\$5.75
Head Bus Driver	\$7.15
Head Custodian	\$6.85
Head Groundsperson	\$6.85
Laborer	\$5.40
Library Clerk	\$5.25
Maintenance Mechanic	\$6.85
Matron	\$5.70
Night Shift Foreperson	\$6.30
Payroll Clerk	\$8.25
Registered Professional Nurse	\$8.50
School Monitor	\$5.75
Secretary	\$7.70
Senior Account Clerk Typist	\$6.85
Senior Library Clerk	\$6.30
Senior Typist	\$6.60
Stenographer	\$6.60
Teacher Aide	\$5.40
Teacher Aide (Computer)	\$6.25
Telephone Operator	\$5.50
Typist	\$5.75

Section II

The contractual probationary period for new employees shall normally be eight (8) weeks with the right of the District to extend that period up to a maximum of twenty-six (26) weeks if deemed necessary. At the end of the period each employee will receive, if retained, an increase of fifteen cents (\$0.15) per hour.

Section III

Any employee working a forty (40) hour work week on the second or third shift shall receive an additional twenty-five cents (\$0.25) per hour. An employee who has worked his/her normal shift

on the second or third shift and who is required to report for work at 7:00 a.m. on the next scheduled first shift because the regularly scheduled school day for students has been canceled (example: snow day), shall receive the described premium rate of an additional twenty-five cents (\$0.25) per hour, if the employee works such entire first shift, provided that such premium rate will not apply if the canceled school day is a Monday or is the day immediately following a holiday unless the employee worked the second or third shift on that Sunday or the night of the holiday.

Section IV

The following wage increases shall apply:

Effective July 1, 1996
Effective July 1, 1997
Effective July 1, 1998

three and one-half percent (3.5%)
three and thirty-five hundredths percent (3.35%)
To be negotiated as a salary re-opener

ARTICLE 17 - LONGEVITY PAY

Section I

Effective September 1, 1997 longevity pay will be paid to District employees as follows:

- A. A one (1) time one hundred dollar (\$100) lump sum payment to those completing ten (10) continuous years of service in the District. This will include those completing eleven (11), twelve (12), thirteen (13) and fourteen (14) years of service.
- B. A one (1) time one hundred fifty dollar (\$150) lump sum payment to those completing fifteen (15) continuous years of service in the District. This will include those completing sixteen (16), seventeen (17), eighteen (18) and nineteen (19) years of service.

Section II

After twenty (20) years of continuous service in the School District, each employee whose pay is based on an hourly rate shall receive an additional twenty cents (\$0.20) per hour over an negotiated increase.

ARTICLE 18 - OVERTIME FORTY (40) HOUR WEEK

Section I

- A. All hours worked in excess of forty (40) hours maximum in a workweek (other than Sundays or holidays) shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate.
- B. All hours worked on the seventh day (Sunday) of an employee's regularly scheduled workweek shall be paid at the rate of two (2) times the employee's hourly rate.
- C. All hours worked on holidays (as defined in Article 19) shall be paid at the rate of two (2) times the employee's hourly rate. The employee shall also be paid for the holiday.

Section II

- A. Unless otherwise provided in this Agreement, employees recalled back to work after the completion of their regularly scheduled work shift shall be given a guaranteed minimum of three (3) hours pay at the overtime rate for each occurrence.

Section III

- A. Overtime shall not be regularly scheduled so as to circumvent cutbacks in staff.
- B. No subcontracting of work previously performed by Association members shall be scheduled unless mutually agreed to by the District and the Association.
- C. Overtime may be scheduled to cover absentees or other undetermined emergencies.

Section IV

Overtime required to be worked shall be assigned and divided among employees within classification:

- A. According to past practice and may vary department to department.
- B. Negotiated overtime system, which may vary, by mutual agreement (in writing).
- C. Unexpected emergencies or Act of God.

ARTICLE 19 - HOLIDAYS

Section I

The following holidays will be granted to all classified personnel:

July 4	Independence Day - twelve (12) month employees and any employee who works during the week of July 4
Labor Day	
Columbus Day	
Veteran's Day	November 11
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	In the event Christmas falls on a Thursday, the following day will be given off with pay
New Year's Day	
Martin Luther King Day	
President's Day	As determined by BOCES prior to the school year
Good Friday	
Memorial Day	
Floating Holiday	

Section II - Floating Holiday

A floating holiday must be taken when students in the District are not in attendance. Prior to September 15 of each school year, the employee will advise his/her immediate supervisor of a first choice and a second choice for the day to be used by the employee as a floating holiday. This

notification will be included on the current form used by classified staff when requesting a vacation day or personal day. The administrator or supervisor who approves personal days for that employee will determine the day to be used by that employee for the floating holiday.

Section III - Weekend Holidays

If the legal holiday falls on a Sunday, employees will receive the following Monday off with pay. If the legal holiday falls on Saturday, employees will receive the preceding Friday off with pay.

ARTICLE 20 - VACATIONS

Forty (40) Hour Week, twelve (12) month employees

- A. New, permanent employees serving any portion of the school fiscal year shall be entitled to up to ten (10) vacation days at the rate of one (1) day per month after the completion of that fiscal year. The accumulated vacation days may be taken after June 30 of the new permanent employee's first fiscal year.
- B. After each fiscal year of continuous employment, the employee shall receive ten (10) days of vacation.
- C. After ten (10) fiscal years of continuous employment, the employee shall receive fifteen (15) days of vacation.
- D. After fifteen (15) fiscal years of continuous employment, the employee shall receive twenty (20) days of vacation.
- E. The District has the right to deny a vacation request during a particular time period based on the needs of the District. All requests, approvals and denials for vacation time shall be in writing.
- F. Employees are required to give a minimum of two (2) calendar weeks notice for vacation periods of more than three (3) days. For vacations of one (1) to three (3) days, employees are required to give a minimum of two (2) workdays notice. Vacation time will not be granted otherwise unless approved by the supervisor for extenuating circumstances.
- G. Employees are not allowed to borrow vacation days from days not as yet received per the stipulations above.
- H. Up to twenty-five (25) days of unused vacation time may be accumulated.
- I. Vacation days shall be taken in one-half (1/2) or full day increments only.
- J. Employees shall be compensated for any unused vacation days in excess of twenty-five (25) days as of June 30, 1994.
- K. If an employee has been unable to take vacation time because of denials by the District and because of such denials the employee has in excess of twenty-five (25) days accumulated vacation time at the end of the fiscal year, the employee shall use the excess days before the following December 31 or the employee will be paid for the excess time.

ARTICLE 21 - ABSENCES AND LEAVES

Section I - Sick Leave

- A. All employees employed in a continuous forty (40) hour workweek shall receive one (1) sick day per month of employment, which is accumulative unlimited.
- B. Cooks and Cook Managers will receive five (5) days per school year accumulative unlimited.
- C. Notice of accumulated sick leave will be issued once a year to each employee on or about July 1.

Section II - Personal Days

- A. All employees employed in a continuous forty (40) hour week will be allowed three (3) days for personal reasons with permission of the supervisor.
- B. Permission to take personal leave should be requested, whenever possible, at least two (2) workdays prior to the start of the leave.
- C. Effective July 1, 1994, a maximum of two (2) unused personal days will be carried over into the following year, but in no event will an employee have more than five (5) days of personal leave per school year. Any additional unused personal days at the end of the fiscal year will be added to the sick day accumulation.

Section III - Bereavement

All employees are to receive up to four (4) consecutive workdays bereavement for death in the immediate family such as husband, wife, parents, children, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, daughter-in-law, and son-in-law if used within ten (10) days of said bereavement. Additional days, or days for other than the defined immediate family, may be granted at the sole discretion of the Superintendent.

Section IV - Leave of Absences

Any employee who absents himself/herself from work beyond entitled vacation time, sick time, bereavement and/or personal days must request, in writing, a leave of absence without pay or benefits, stating reasons for same to his/her immediate supervisor who will immediately direct the request to the Superintendent or his/her delegated representative for approval. All approved leave request applicants will retain his/her prevailing rate of pay within his/her classification and seniority standing upon return.

Section V - Prorated Benefits

The following benefits, sick leave and personal days, occurring within the workweek will be prorated for:

Seven (7) hour minimum day
Registered Professional Nurse position
Senior Library Clerk position
Library Clerk position

Section VI - Sick Time Donation

Whenever an employee is absent due to an extended illness or injury and has used all of his/her entitled benefits (sick time, vacation and personal leave), consideration will be given, if requested, for extending sick time through donations of accumulated sick time from willing donors within the Association. A Sick Time Donation Committee consisting of the Superintendent or his/her delegated representative, the Association President or his/her delegated representative and a third, mutually agreed to person, will be established. This Committee will review each request and render a decision on the amount of sick time that may be donated for this individual request.

Section VII - Personal Injury Benefits

Whenever an employee is absent from his/her employment and/or unable to perform his/her duties as a result of an accident, injury or assault occurring in the course of his/her employment, and without his/her fault or negligence, he/she will be paid his/her full salary (less the amount of any Workers' Compensation made in lieu of salary for temporary disability due to said accident, injury, or assault). Provisions of this Section shall have the following limitations:

- A. It shall become effective in each situation on the same date that a Workers' Compensation claim is filed.
- B. The described salary payment shall be made for the duration of such disability or for one (1) year, or whichever is less. The salary determination will be limited to the individual's salary at the time of the accident, injury or assault.

Section VIII - Jury Duty

An employee serving on jury duty shall be excused for the duration of such duty, and shall receive full pay while performing jury duty. The employee must notify his/her supervisor when notice of jury duty is received, and the subsequent days when the employee must report for jury duty. The employee must report to work if there are at least two (2) hours available between normal reporting time and time to report to jury duty. Whenever the Court releases the employee for the day, he/she must report to work if there are at least two (2) hours available in his/her normally scheduled hours of work. Any and all payments, less mileage and expense payments, received by the employee for jury duty, shall be endorsed to the favor of Susquehanna Valley Central School District, within five (5) calendar days of receipt.

ARTICLE 22 - HEALTH INSURANCE

Section I

- A. Blue Cross/Blue Shield Select Blue Surgical/Medical Program Option 2 with drug rider will be available to all qualified employees who have been hired for an anticipated period of employment of at least six (6) months and who work a minimum of twenty (20) hours per week, ten (10) months a year, or are paid an annual salary of five thousand dollars (\$5,000) or more, or whose major source of family income is from employment with the District, as underwritten by Blue Cross/Blue Shield of Central New York (Article 14, Section VIII for exceptions). If an employee is employed by two (2) or more public employees who participate in the program, the employee may elect coverage with only one (1) such employer.
- B. The District will pay one hundred percent (100%) of the employee's premium and ninety-five percent (95%) of the dependent's premium. Effective July 1, 1994 the District will

pay eighty percent (80%) of the employee's premium and seventy-five percent (75%) of the dependent's premium for employees hired on or after July 1, 1994.

- C. Effective July 1, 1993 the prescription co-pay will be one dollar (\$1.00). Effective July 1, 1994 the prescription co-pay will be one dollar (\$1.00) for generic medications and three dollars (\$3.00) for brand name medications. Effective July 1, 1995 the prescription co-pay will be two dollars (\$2.00) for generic medications and five dollars (\$5.00) for brand name medications.

Section II

- A. The District will provide a Blue Shield Dental Plan consisting of Basic and Supplemental Basic Option A to all qualified employees who work a minimum of twenty (20) hours per week, ten (10) months a year or are paid an annual salary of five thousand dollars (\$5,000) or more, of whose major source of family income is from employment with the District, as underwritten by Blue Cross Blue Shield of Central New York (Article 14, Section VIII for exceptions). If an employee is employed by two (2) or more public employers who participate in the program, the employee may elect coverage with only one (1) such employer. In addition, the Plan will provide Option I periodontics, prosthetics and orthodontics.
- B. The District will pay one hundred percent (100%) of the employee's premium and ninety-five percent (95%) of the dependent's premium. Effective July 1, 1994 the District will pay eighty percent (80%) of the employee's premium and seventy-five percent (75%) of the dependent's premium for employees hired on or after July 1, 1994.

Section III - IRS Section 125 Flexible Spending Plan

- A. The District will initiate a pretax plan for payment by the employees of their share of insurance premiums as allowed by the IRS Code.

ARTICLE 23 - RETIREMENT PLAN / RETIREMENT INCENTIVE

Section I

During the Contract period the District will provide the retirement plan 75 I, as defined under the New York State Retirement System.

Section II

During the Contract period the District will provide the retirement plan, 41-J, as defined under the New York State Retirement Systems with a maximum employer's contribution of two-tenths percent (0.2%) of payroll.

Section III

A classified employee who reaches the age of fifty-five (55) shall be eligible for the retirement incentive as herein defined, provided that the following conditions are satisfied:

- A. The classified employee has been with the Susquehanna Valley Central School District for at least ten (10) full years performing the functions of a classified employee in the Susquehanna Valley Central School District. Excluded from the computation of years of service would be any period when the classified employee was on leave without pay.

- B. An employee with at least ten (10) years in the New York State Employees' Retirement System (NYSERS) must retire at the end of the fiscal year (June 30) following his/her fifty-fifth (55) birthday. An employee who attains age fifty-five (55) but has less than ten (10) years in the New York State Employees' Retirement System must retire at the end of the fiscal year (June 30) in which he/she reaches ten (10) years in the New York State Employees' Retirement System.
- C. The eligible employee shall provide the Board of Education with written notice of intent to retire no later than April 1 preceding the June 30 date of his/her retirement. Subsequent to April 1, in the eligibility year, no such employee shall be eligible to elect retirement under the retirement incentive program.
- D. An employee who does not elect retirement under the preceding conditions forfeits the retirement incentive.
- E. An employee who exercises his/her rights under this Article shall receive payment of the retirement incentive no later than the December 31 following the date of the retirement.
- F. The incentive shall consist of a base payment of two thousand dollars (\$2,000) plus fifty dollars (\$50.00) for each year of service to the District, plus ten dollars (\$10) for each accumulated sick day. In no instance can the total of the above exceed four thousand dollars (\$4,000).

ARTICLE 24 - JOB SECURITY AND TENURE

Section I

The contractual probationary period for all employees shall be the minimum of eight (8) weeks and a maximum of twenty-six (26) weeks. The Civil Service Probationary Period for all employees shall vary in length based on Civil Service Regulations.

Section II

- A. The District agrees that there shall be no permanent layoff of employees during the term of this Agreement unless said layoff is caused by the failure to obtain funds or the discontinuance of funds.
- B. The District agrees that it will make every effort to retain its employees. If a layoff does result, said employees will be laid off and recalled within classification in order of seniority. It is recognized however, that circumstances will arise necessitating a deviation from strict seniority order. In such instances, deviations will be negotiated between the Superintendent and/or his/her representative; the Association President or Vice President and a third Association representative voted on by the Association, in writing, by mutual agreement.

ARTICLE 25 - SENIORITY

Seniority shall mean preference in employment based on length of continuous service of the employee.

Section I - Application

In all cases of promotions, demotions, transfer, increase or decrease of the work force, layoff or recall, length of continuous service will be the determining factor and any exceptions will become effective only by mutual agreement (between the Association President and/or representative and the appropriate administrator of the District) in writing. Seniority shall be exercised by classification on a departmental or unit basis as otherwise provided herein.

Section II - Determination of Continuous Service

Seniority for present employees shall be determined from the date of continuous employment with the District. Employees hired after October 18, 1972 shall have seniority only from the date they are employed in a classification in the Bargaining Unit. Such determination shall be in accordance with the following provisions.

- A. There shall be no deduction for any time lost which does not constitute a break in continuous service.
- B. Continuous service shall be broken:
 - 1. By quit or discharge.
 - 2. By exceeding the period of an authorized leave of absence.
 - 3. By failing to return to work from layoff within one (1) pay period (ten [10] working days) after written notice of recall, to be sent registered mail, with return receipt requested, to the last address appearing on the employee's and/or the District's records.

Section III - Probationary Employees

New employees will receive no continuous service credit during the probationary period except that after completing their probationary period, they shall receive full continuous service credit from the date of last hiring. Probationary employees shall be covered by the provisions of this Agreement but may be laid off or discharged as exclusively determined by the District.

Section IV - Seniority Lists

Seniority lists shall be made current annually. The employee's last hiring date shall be posted which shall determine his/her seniority in the Bargaining Unit.

Section V - Faithful Service

Any employee who has given long and faithful service in the employ of the District and has become unable to handle their regularly assigned job shall be given special consideration for such other work as may be available, suitable to the employee's special circumstances, and which shall be mutually agreed to in writing.

Section VI - Layoff and Recall Notice

Where employees are laid off or recalled, the District shall give the Association a notice of its actions and the names of the employees involved not less than twenty (20) working days before the action becomes operative.

In a reduction of work force (layoff) the District shall give employees so affected, based on seniority within classification, twenty (20) working days notice of such layoff. The seniority of employees on layoff will be cumulative only for a period not to exceed one (1) year.

Section VIII - Out of Title Pay

When an employee is working out of title in a higher paying title for ten (10) consecutive working days, commencing on the eleventh (11) day of working out of title, the employee shall be paid the difference in pay from the first day of working out of title until completion of the assignment. There shall be no reduction in pay for any employee assigned work in a lesser paying title, however, in no event will the District rotate employees in out of title work to circumvent the ten (10) consecutive workday rule.

The most qualified senior employee in the department, based on the judgment of the immediate supervisor, shall be given first preference for out of title assignment to higher paying out of title work.

ARTICLE 26 - VACANCIES AND NEW JOB OPENINGS

When permanent vacancies and/or new job openings occur that cannot be filled under layoff and recall procedures, such vacancies or new job openings shall be posted on all Association bulletin boards for a period of five (5) working days. Those interested will make their intention known by applying for the job within the five (5) working day period. Such employee will be given a receipt showing their name, job applied for, time and date.

Vacancies and/or new job openings shall be filled promptly after the required time of posting providing such jobs remain available.

Interested employees (who applied within the time period) shall be given first consideration for vacancies or new job openings first within their own department, and second within the unit. The following factors shall apply:

- A. Civil Service eligibility.
- B. Ability to perform the work.
- C. Past and present job performance.
- D. Length of continuous service (seniority).

Ability to perform the work is not to be interpreted to mean that the employees have the highest degree of ability in this position.

Any District employee who was appointed to a new position shall serve a probationary period of at least six (6) weeks. The probationary period may be extended to up to sixteen (16) weeks at the District's discretion. The supervisor will determine whether the employee qualifies for permanent status in the new position.

In all cases an employee's rate in the new position will be greater than his/her previous rate unless the employee requests and accepts a position at the same or lower rate.

Should an employee fail to qualify in the new position such employee shall be returned to his/her former classification at the former rate of pay without loss of benefits or rights.

During the probationary period an employee may elect to return to his/her former position if he/she feels that the new position is not suitable to his/her skills and/or abilities.

ARTICLE 27 - EVALUATIONS

Employees will be evaluated on an annual basis by the District utilizing the evaluation instruments collaboratively designed by the District and the Association. The evaluator for each employee will be determined prior to September 1 of each year.

ARTICLE 28 - GRIEVANCE PROCEDURE

Definition

A grievance is a claim by any employee or group of employees in the negotiating unit based upon any event or condition affecting their professional standing, and/or terms and conditions of employment, including, but not limited to any claimed violation, misinterpretation, misapplication or inequitable application of Law, rules or regulations having the force of Law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Legislative body and administration.

Section I - First Step

The employee shall try to solve the problem with his/her supervisor. This Step must be instituted by the employee within twenty (20) working days after the employee knew or should have known of the event or condition on which the grievance is based. This Step shall be regarded as concluded on the date that the supervisor informs the employee of the disposition of the grievance, or ten (10) working days after this Step is initiated, whichever occurs first.

Section II - Second Step

If the grievance is not resolved at the First Step, the employee shall provide a written statement of the grievance to the supervisor within ten (10) working days after the conclusion of the First Step. The supervisor shall provide the employee with a written response within ten (10) working days after receipt of the written grievance from the employee.

Section III - Third Step

If the grievance is not resolved at the Second Step, the employee shall appeal to the Third Step of the procedure as indicated in the Grievance Procedure Chart by filing a written appeal within ten (10) working days after the employee receives the supervisor's written response in the Second Step. The Superintendent or designee shall provide a written response within fifteen (15) working days after receipt of the appeal from the employee.

Section IV - Fourth Step

If the grievance is not resolved at the Third Step, the employee shall submit a written appeal to the Board of Education within ten (10) working days after receipt of the Superintendent or designee's decision at the Third Step. The Board of Education shall schedule a hearing in Executive Session on the grievance within forty-five (45) working days after receipt of the appeal from the employee. Within fifteen (15) working days after the hearing is completed, the Board of Education shall issue a written decision which shall be transmitted to the employee and the Superintendent.

Section V

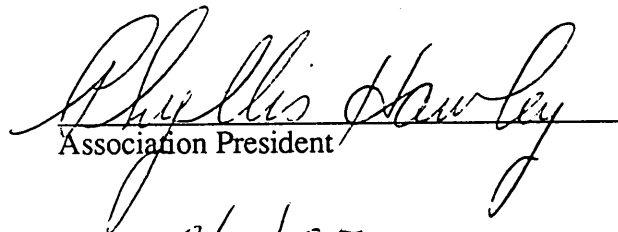
The time limits may be extended only by mutual agreement, in writing, between the parties.

ARTICLE 29 - DURATION

THIS AGREEMENT effective July 1, 1996 through June 30, 1999 by and between the Susquehanna Valley Education Support Staff Association, herein referred to as the "Association", and the Susquehanna Valley Central School District, herein referred to as the "District".

IN WITNESS WHEREOF, the parties have executed this Agreement, Article 1 to Article 29 plus Appendices, page 1 to page 28 inclusive this 27th day of August, 1997 and 2nd day of September 1997.

SUSQUEHANNA VALLEY EDUCATION
SUPPORT STAFF ASSOCIATION



Association President

Date

9/2/97

SUSQUEHANNA VALLEY CENTRAL
SCHOOL DISTRICT AT CONKLIN



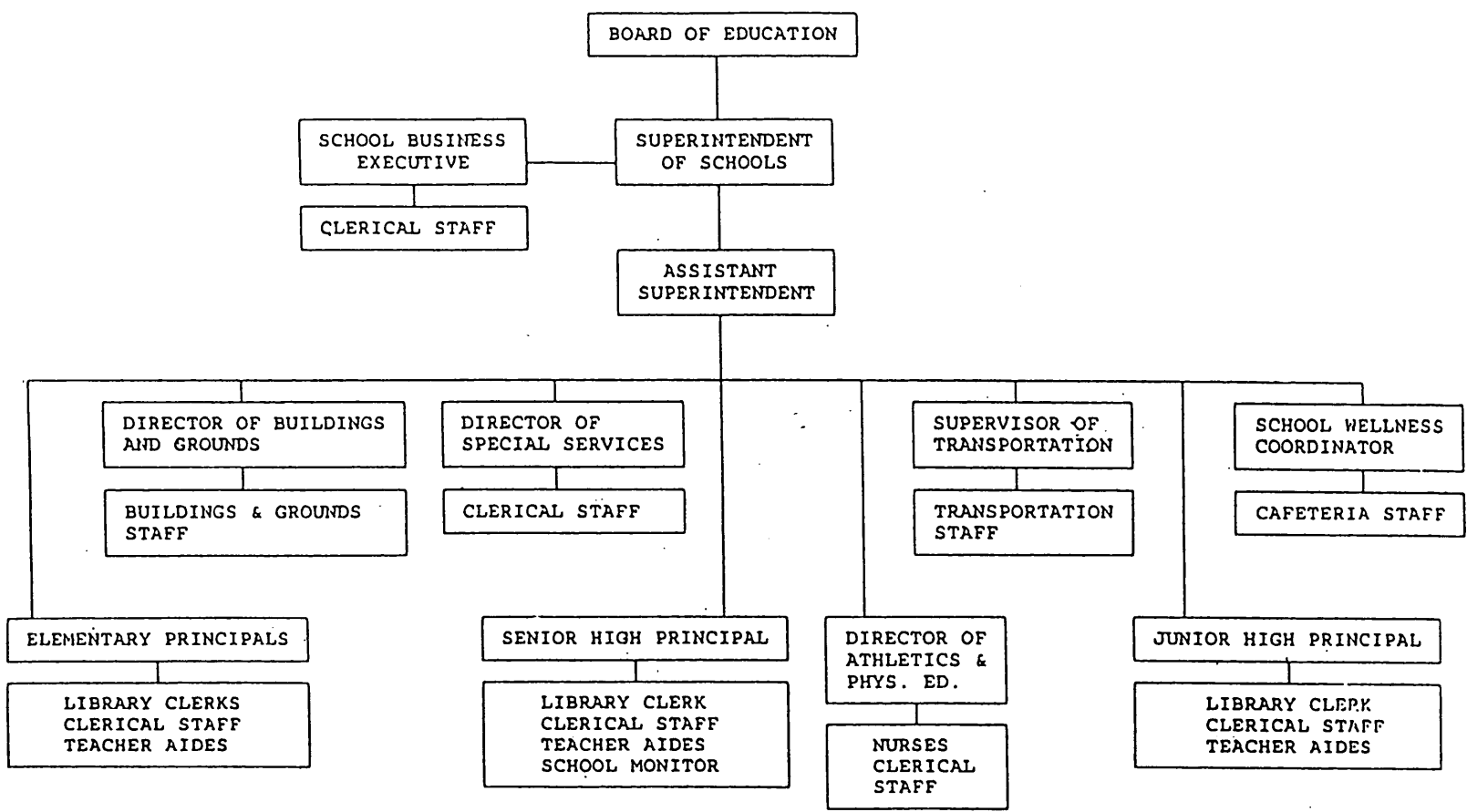
Superintendent of Schools

Date

8/27/97

APPENDIX 1 - GRIEVANCE PROCEDURE CHART

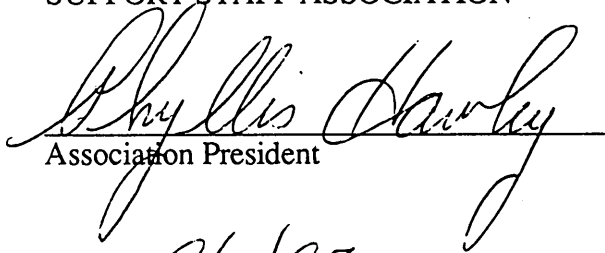
GRIEVANCE PROCEDURE CHART



APPENDIX 2 - STATEMENT OF INTENT

The Susquehanna Valley Central School District and the Susquehanna Valley Education Support Staff Association agree that the Association will be notified if an individual is being hired at a rate higher than the minimum contractual probationary rate only if that rate impacts a current employee.

SUSQUEHANNA VALLEY EDUCATION
SUPPORT STAFF ASSOCIATION

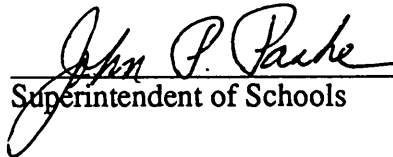


Association President

Date

9/2/97

SUSQUEHANNA VALLEY CENTRAL
SCHOOL DISTRICT AT CONKLIN



Superintendent of Schools

Date

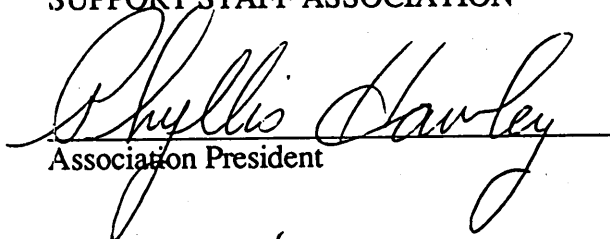
8/27/97

APPENDIX 3 - MEMORANDUM OF UNDERSTANDING

WORK SCHEDULES

A Committee shall be established to examine the possibility of flexible work schedules. The Committee will consist of three (3) representatives from the Susquehanna Valley Education Support Staff Association and three (3) from the Susquehanna Valley Central School District. The Committee will send a report of its findings jointly to the District and the Association by December 1, 1997.

SUSQUEHANNA VALLEY EDUCATION
SUPPORT STAFF ASSOCIATION

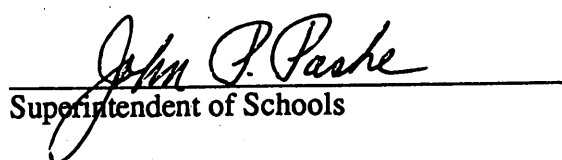


Association President

Date

9/2/97

SUSQUEHANNA VALLEY CENTRAL
SCHOOL DISTRICT AT CONKLIN



Superintendent of Schools

Date

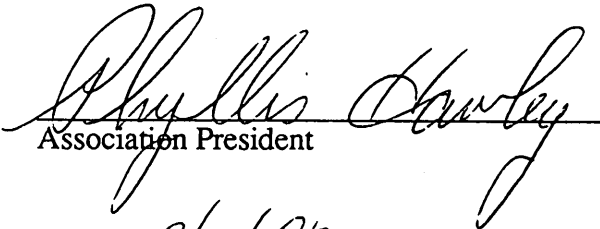
8/27/97

APPENDIX 4 - MEMORANDUM OF UNDERSTANDING

PERSONAL INJURY BENEFITS

A Committee shall be established to examine current Contract language on Personal Injury Benefits. The Committee will consist of three (3) representatives from the Susquehanna Valley Education Support Staff Association and three (3) from the Susquehanna Valley Central School District. The Committee will send a report of its findings jointly to the District and the Association by December 1, 1997.

SUSQUEHANNA VALLEY EDUCATION
SUPPORT STAFF ASSOCIATION

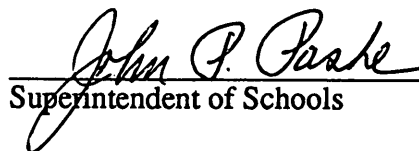


Association President

Date

9/2/97

SUSQUEHANNA VALLEY CENTRAL
SCHOOL DISTRICT AT CONKLIN



Superintendent of Schools

Date

8/27/97

APPENDIX 5 - MEMORANDUM OF UNDERSTANDING

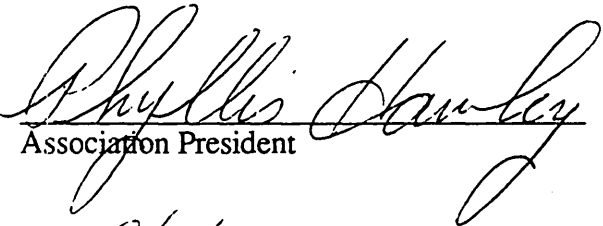
CLERICAL SUBSTITUTES

During the course of the discussions for the Contract between the District and the Association, the issue of clerical substitutes for school offices was explored. A school office would include Main Offices at each school building, guidance offices and assistant principal offices. There was an identified interest in providing for the continuity of business in a school office during an employee's absence due to sickness or other short term absence. There was also a recognition that certain school offices may not require an immediate substitute for a short term absence. The following resolution was agreed upon for a trial basis commencing with the term of this Contract and ending June 30, 1999.

- A. If a vacancy occurs in a school office on a day in which no classroom instruction is being offered to students, or if it occurs during the Summer recess period, clerical substitutes will be utilized at the discretion of the supervisor for that office.
- B. If a vacancy occurs in a school office on a day during the regular school year in which classroom instruction is offered to students, a clerical substitute will be hired for that position, provided the District is able to obtain a qualified person for that position, using its best efforts to do so. It is understood that the District Offices which are the Administration Offices, the Committee on Special Education Office, Athletic Office, Transportation Office, Business Office and School Facilities Office are not "school offices" for purposes of this Memorandum. Clerical substitutes for those offices will be hired at the discretion of the supervisor of that office as needed.

The parties agree to review this policy during the course of the next succeeding Collective Bargaining discussions to determine whether it should be retained or modified. The parties expressly agree that adherence to this trial policy does not in any way create a work practice or obligation by either party to continue the policy after its expiration on June 30, 1999.

SUSQUEHANNA VALLEY EDUCATION
SUPPORT STAFF ASSOCIATION


Association President

Date

9/2/97

SUSQUEHANNA VALLEY CENTRAL
SCHOOL DISTRICT AT CONKLIN


Superintendent of Schools

Date

8/27/97

APPENDIX 6 - MEMORANDUM OF UNDERSTANDING

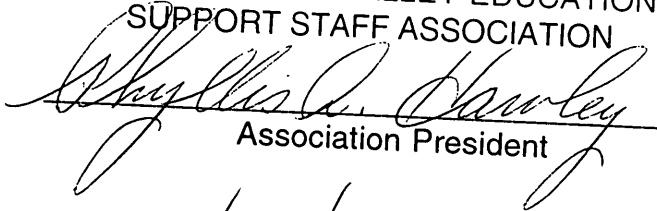
The Susquehanna Valley Central School District and the Susquehanna Valley Education Support Staff Association agree that Article 13 Section II F shall be revised to read as follows:

F. Non-Central Office Clerical, Teacher Aides, Library Clerks and School Monitor with
the Assistant Superintendent.

It is also agreed that the following documents of classified staff will be housed in the Payroll Office:

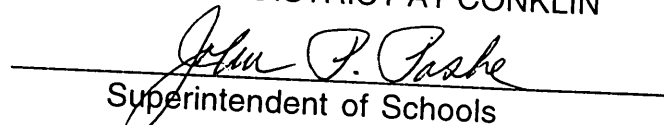
- a Copy of the Employee's Application
- Year-End Attendance Records
- Federal and State Tax Forms
- Salary Notices
- Memos Pertaining to Extra-Stipends
- Civil Service Documents
- Employee Packet Information (for new hires)
- Garnishes (separate folder)
- TSA Information (separate folder)

SUSQUEHANNA VALLEY EDUCATION
SUPPORT STAFF ASSOCIATION


Association President

12/22/97
Date

SUSQUEHANNA VALLEY CENTRAL
SCHOOL DISTRICT AT CONKLIN


Superintendent of Schools

12/22/97
Date

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